

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1984
by and between the City of Imbler, Oregon hereinafter called
"OWNER" and _____ doing business as (an
individual,) or (a partnership,) or (a corporation) hereinafter called
"CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agree-
ments hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of
City of Imbler, Oregon, Street Improvement Project - 1984.
2. The CONTRACTOR will furnish all of the material, supplies, tools,
equipment, labor and other services necessary for the construction and
completion of the PROJECT as required in the Contract Documents.
3. The CONTRACTOR will commence the work required by the CONTRACT
DOCUMENTS and will complete the same in accordance with the Project
Schedule as specified for Bid Option _____, unless the period for comple-
tion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the
CONTRACT DOCUMENTS and comply with the terms therein for the sum of
\$ _____, or as shown in the BID schedule for Bid Option _____.
5. The OWNER will pay to the CONTRACTOR in the manner and at such
time as set forth in the General Conditions such amounts as provided in the
Bid Schedule and required by the CONTRACT DOCUMENTS.
6. This Agreement shall be binding upon all parties hereto and their
respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three (3) each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF IMBLER, OREGON

By _____

Name John Howard

Title Mayor

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

Title _____

(SEAL)

ATTEST:

Name _____

Title _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
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Option A

Completion Date - December 14, 1984

1.	Mobilization (Not to exceed 5% of total Bid Price)	Lump Sum		All Req'd	\$ _____
2.	Earthwork	Lump Sum		All Req'd.	\$ _____
3.	Crushed Rock Base	Lump Sum		All Req'd	\$ _____
4.	Asphalt Concrete 2 1/2" Compacted Depth	Sq. Yd.	\$ _____	1,500	\$ _____
5.	Asphalt Concrete 3" Compacted Depth	Sq. Yd.	\$ _____	2,900	\$ _____
6.	Asphalt Seal Coat	Sq. Yd.	\$ _____	4,400	\$ _____

TOTAL BID PRICE - OPTION A \$ _____

Option B

Completion Date - June 30, 1985

1.	Mobilization (Not to exceed 5% of total Bid Price)	Lump Sum		All Req'd	\$ _____
2.	Earthwork	Lump Sum		All Req'd.	\$ _____
3.	Crushed Rock Base	Lump Sum		All Req'd	\$ _____
4.	Asphalt Concrete 2 1/2" Compacted Depth	Sq. Yd.	\$ _____	1,500	\$ _____

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____.

To the City of Imbler, Oregon

_____ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Street Improvement Project - 1984

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the Project Schedule for the Bid Option selected by the Owner as outlined in the General Conditions. BIDDER further agrees to pay as liquidated damages the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 16 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
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5.	Asphalt Concrete 3" Compacted Depth	Sq. Yd.	\$ _____	2,900	\$ _____
6.	Asphalt Seal Coat	Sq. Yd.	\$ _____	4,400	\$ _____

TOTAL BID PRICE - OPTION B \$ _____

By submitting this Bid, the Bidder hereby certifies ORS 179.350
(Prevailing Wage Law) will be complied with.

Respectfully submitted:

_____	_____
Signature	Address
_____	_____
Title	Date
_____	_____
License Number (if applicable)	

(SEAL - if BID is by a corporation)

Attest _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and

_____ as Surety, are hereby

held and firmly bound unto City of Imbler, Oregon as OWNER

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 19_____.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Imbler, Oregon a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the Street Improvement Project - 1984

NOW, THEREFORE.

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

OK

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)

Principal

Surety

By: _____

IMPORTANT—Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ADVERTISEMENT FOR BIDS

City of Imbler
P. O. Box 145
Imbler, Oregon 97841

The City of Imbler invites bids for the widening and paving of approximately 1,650 feet of various streets. The project will include approximately 700 - 900 in-place cubic yards of 3/4"-0 crushed base rock, and approximately 4,400 square yards of asphalt concrete pavement.

Sealed bids for the described project will be received by the City of Imbler at City Hall, P. O. Box 145, Imbler, Oregon 97841 until 2:00 p.m. Pacific Daylight Savings Time, September 24, 1984, and then publicly opened and read aloud.

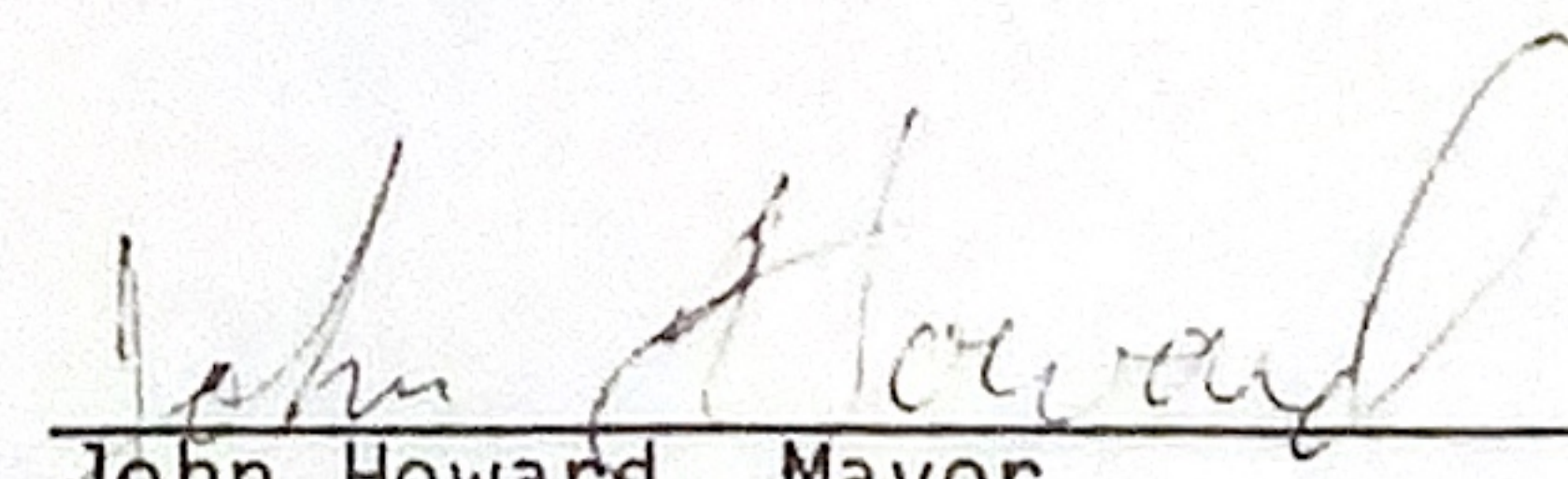
No bid will be considered unless it contains a statement by the Bidder that ORS 279.350 (Prevailing Wage Law) and prevailing wage rates will be complied with.

The Contract Documents may be examined at the following locations: City Hall, Imbler, Oregon; and Anderson-Perry & Associates, Inc., 1901 N. Fir Street, P. O. Box 1107, La Grande, Oregon.

Copies of the Contract Documents may be obtained at the office of Anderson-Perry & Associates, Inc., 1901 N. Fir Street, P. O. Box 1107, La Grande, Oregon 97850, upon non-refundable payment of \$20.00 for each set.

Each bid must be on the prescribed form. Bid, Performance and Payment Bonds are required on this project.

September 10, 1984
Date



John Howard, Mayor
City of Imbler

OK

FINAL PAYMENT ESTIMATE
(Number _____)

Name of Contractor:

Name of Owner (Association):

Date of Completion:

Original

Amount of Contract:

Original S

Dates of Estimate:

From

To

Revised

Description of Job:

Revised

[illegible]

* Show Original Items and Change Orders Separately.

Amount	This Period	Total To Date
Amount Earned	\$	\$
Amount Retained	\$	\$
Previous Payments	XXXXXXXXXXXXXXXXXX	\$
Amount Due	\$	\$

Estimated Percentage of Job Completed %

Is Contractor's Construction Progress on Schedule? ☐ Yes ☐ No

I hereby certify that I have reviewed the work and as a result of my review and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown in previous estimates.

ANDERSON-PERRY & ASSOCIATES, INC.

By: _____

(Title)

Approved by Owner's Representative:

By: _____

(Title)

Approved by Contractor:

By: _____

(Title)